



Arizona Commission on the Arts

Arts Learning Project Grant

SAMPLE SPONSOR and ARTIST/COMPANY CONTRACT

SAMPLE

This agreement, is made and entered on _____ by and between
(month, day, year)

Sponsor _____ of _____
(name of school/organization) (school district if applicable)

and _____ The project will be _____ days
(name of artist/company) (length)

and will begin on _____ and continue through _____
(date) (date)

unless otherwise terminated, rescheduled or extended by mutual agreement of the Artist/Company and Sponsor.

*The Sponsor has received a grant from the Arizona Commission on the Arts (Commission), a state agency, for the sole purpose of funding an arts learning project through the Commission's Arts Learning program, and by so doing obtains the services of the named Artist/Company under the terms and conditions set forth in this agreement. Both the Artist/Company and the Sponsor recognize that although the funding for this agreement is provided in part by the Commission, the Commission is not obligated to ensure that either the Sponsor or Artist/Company comply with the terms of this agreement or adhere to the project schedule. **The Commission must be notified of all changes in an arts learning project by phone and in writing.***

The Sponsor and Artist/Company agree to the following:

Project Payment

The Arizona Commission on the Arts grant funds will be sent to the Sponsor upon receipt of the required paperwork. The Sponsor pays the combined Commission honorarium, per diem funds, and Sponsor funds directly to the Artist/Company for project services.

Budget for Project:

\$ _____ Sponsor Matching Funds
\$ _____ Commission Grant Funds (add Per Diem if awarded*)
\$ _____ = Total to be paid to Artist/Company

Breakdown of Commission Funds

Artist Fees	_____
Travel/Per Diem	_____
Supplies	_____
TOTAL	_____

*If your total Commission grant award included per diem for your artist, please calculate the following information:

For per diem over 70 miles round trip: Number of days _____ x \$60.00 = _____

Supplies must be documented in separate forms such as receipts and/or purchase orders.

Payment Schedule and Dates

Pay Artist/Company in the amounts and on the dates shown below in a responsible manner. If payment amounts or dates need to be changed, Sponsor will contact Artist/Company in advance to negotiate a new payment schedule that is acceptable to both parties.

Date of first payment to Artist/Company: _____ amount \$ _____
Date of second payment to Artist/Company (if applicable) _____ amount \$ _____

Total Paid to Artist/Company \$ _____
(Verify first with fiscal officer, business manager, PTO Treasurer, etc)

Schedule

Create a calendar detailing the Artist/Company schedule and sessions throughout the project.

Total number of class or workshop sessions _____ Total number of staff development sessions _____
Total number of performances _____ Other _____

Certified Teacher Participation

Ensure that certified teachers participate with the Artist/Company during all class times.

Supplies/Materials

Sponsor will be responsible for rental, cost, and storage of supplies/materials, as mutually agreed on for activities.

Sponsor Policies

Discuss the sponsor's policies for discipline, health, safety and any other policies unique to the site.

Liability

Sponsor will provide insurance coverage to protect the Artist/Company from liability which may result from the operation of this program and Artist/Company's activity undertaken pursuant to this agreement, as provided for all employees. The sponsor agrees to take responsibility for any liability resulting from the acts and omissions of its officers, agents and employees acting within the scope and course of their official duties.

Tax Information

Sponsor will provide the Artist/Company, at calendar year end, I.R.S. Form 1099-Misc. (Non-Employee Compensation) listing total amount paid in that calendar year. Artist/Company will be responsible for taxes. Travel/per diem expenses need to be "backed out" if the amount includes those expenses, in addition to income for services.

Resolution of Disputes

Inform the Commission immediately, if for any reason this agreement's terms and services need to be changed and detail the nature of the change. Artist/Company and Sponsor agree to commit to resolve the concern themselves and/or agree to participate in a mediation process to resolve the concern equitably. If the contract is terminated, Artist/Company will submit an invoice of the services and amounts owed and payable to Artist/Company by Sponsor prior to the termination date.

Copyright Use of Individual's Likeness or Voice in an Artistic Work

Acknowledge that any physical work product generated by the Artist/Company and sound or visual recordings of Artist/Company's presentations during the course of the project, are the sole and exclusive property of the Artist/Company. The Sponsor waives any and all claim of whatever kind and character including any claim of patent, copyright, or other legal interest in and to such property that is designated as the Artist/Company's own work. Further, the Sponsor agrees that if the likeness of any individual's person or voice is to be a part of any artistic production developed in conjunction with this project, both the Artist/Company and Sponsor will ensure that the individual has signed a release authorizing use of his/her likeness or voice, and both parties hereby agree to provide the Arizona Commission on the Arts with a copy of the release authorization if requested.

Governance

This agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.

Indemnification

Both parties hereby agree to indemnify and hold the Commission harmless for, from and against any and all claims, demands, suits, liabilities, judgments and expenses (including, without limitation, attorneys' fees and other costs of litigation) arising out of, or relating to injury, disease, death of persons, or damage to, or loss of, property resulting from or in connection with the parties' fulfilling their respective obligations under this agreement.

Credit

Credit the Arizona Commission on the Arts, State Legislature, and National Endowment for the Arts in association with all project activities. Acknowledge support of this project in written and verbal material.

Sponsor:

Signature of Authorizing Official

Name of Authorizing Official (print)

Title of Authorizing Official

Date

Phone/Fax/E-Mail

Artist/Company:

Signature of Artist/Company

Name of Artist/Company (print)

Social Security/Federal Tax ID Number

Date

Phone /Fax/E-Mail